

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF PUERTO RICO

In the Matter Of:

MANUEL A. CABRERA DIAZ  
Debtor

Case No. 11-01702 (SEK)

Chapter 13

**MOTION REQUESTING ORDER FOR REJECTION AND DELIVERY OF  
LEASED PROPERTY PURSUANT TO SECTION 365**

TO THE HONORABLE COURT:

COMES NOW creditor POPULAR AUTO, and hereby states and prays as follows:

1. Popular Auto is a creditor of the above-named debtor pursuant to 11 U.S.C. §101(10), and therefore a party in interest in the instant proceeding.
2. On September 25, 2009 debtor subscribed a Financial Lease Agreement over a 2004 Lexus Gx 470, lease account no. xx-xxx-xxxxx-xx-5247. The Financial Lease Contract is payable in thirty-six (36) payments of \$575.76 each, said contract expiring on September 4, 2012. Please refer to claim no. 2.
3. On August 11, 2009 debtor subscribed a Financial Lease Agreement over a 2009 Mitsubishi Lancer, lease account no. xx-xxx-xxxxx-xx-4321. The Financial Lease Contract is payable in sixty (60) payments of \$497.84 each, said contract expires on July 4, 2014. Please refer to claim no. 3.
4. On January 12, 2007 debtor subscribed a Financial Lease Agreement over a 2007 Ford F150, lease account no. xx-xxx-xxxxx-xx-2616. The Financial Lease

Contract is payable in sixty (60) payments of \$734.34 each, said contract expires on December 1, 2011. Please refer to claim no. 4.

5. Debtor's Plan dated February 28, 2011, has no provision as to the assumption and payment of Popular Auto's leases.
6. As of this date, debtor owes two (2) post-petition payments and late charges accrued under account no. 2616 (claim no. 4) for a total amount of **\$1,505.40**.
7. As to claim no. 3, account no. 4321 debtor owes two (2) post-petition payments and late charges accrued for a total amount of **\$1,020.57**.
8. As to claim no. 2, account no. 5247, debtor has two (2) months in post petition arrears for a total amount of **\$1,180.31**.
9. Upon information and belief, debtor has continued to operate and is at the present operating the leased units, consequently causing depreciation in its value, and therefore jeopardizing Popular Auto's interest over such property. Accordingly, Popular Auto is requesting the rejection of the Financial Lease Agreement and the delivery of the leased property.

WHEREFORE, for the above stated reasons, Popular Auto hereby respectfully requests that this Court issue an Order finding debtor in material default with the assumed lease and directing debtor to immediately surrender the unit under the lease agreement with Popular Auto for failure to comply with section 365.

NOTICE IS HEREBY GIVEN THAT IF NO WRITTEN REPLY OR OPPOSITION IS FILED AND SERVED WITHIN THIRTY (30) DAYS FROM THE DAY OF SERVICE HEREOF, THE COURT MAY ENTER AN ORDER

GRANTING THE RELIF SOUGHT HEREIN PURSUANT TO BANKRUTPCY  
LOCAL RULE 9013(a).

**CERTIFICATE OF SERVICE**

I hereby certify that on this same date I electronically filed the foregoing motion with the Clerk of the Court using the CM/ECF System which will send notification of this filing to the following parties: JOSE M. PRIETO CARBALLO, ESQ., Attorney for debtor, and JOSE R. CARRION MORALES, Chapter 13 Trustee.

Respectfully submitted in San Juan, Puerto Rico, this 12<sup>TH</sup> day of May 2011.

/s/VERONICA DURAN CASTILLO  
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